

## SAPOA Proposal 3-12-2021

### ARTICLE 1

#### Duration <sup>1</sup>

This Agreement shall be effective upon ratification of the membership and approval of the City Council. All pay increases, leave, or changes in benefits, shall be implemented in accordance with the respective timelines outlined herein. The provisions of this contract shall only apply to those members who are City employees at the time of the signing of this agreement or hired after the signing of this agreement. This agreement shall remain in effect until the 30th day of September, ~~2026~~ ~~2024~~, or until such time as it is superseded by a new agreement between the parties, whichever occurs later provided however, that in no event shall this Agreement continue in effect after September 30th, ~~2034~~ ~~2029~~.

The City agrees that negotiations for the contract beginning October 1, ~~2026~~ ~~2024~~ will commence no later than January, ~~2026~~ ~~2024~~. The City and the Association agree to make good faith efforts to reach an agreement before October 1, ~~2026~~ ~~2024~~.

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<sup>1</sup> A1 Duration – SAPOA [proposal](#) 3-12-2021

**ARTICLE 3**  
**Association Rights**

**Section 3. Time Off for Association Business.**

A. The Executive Board shall have the right to visit the premises of the Police Department for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. The Association's negotiating team, not to exceed six (6) members, shall be permitted to meet with the Association President or to attend negotiating sessions with City representatives, where such sessions or meetings are scheduled during working hours, without loss of pay; or shall be given time off without loss of pay for the scheduled Dog Watch "C" shift immediately preceding such negotiating sessions.

C. The City agrees that the President of the Association will be placed on special assignment during the term of his presidency. The special assignment will give the Association President the latitude to deal with the duties of his presidency while retaining the privileges of his employment, while the Chief of Police retains the right to recall him to duty during an emergency or special event involving overriding need for the protection of the citizens of San Antonio.

For the purposes of accounting, the President, Vice President and Treasurer of the Association will be assigned to the Accounting Office. It will be the responsibility of the President of the Association to notify and submit proper paperwork to the Accounting Office accounting for all personal leave time to include but not limited to compensatory, vacation, holiday, bonus day, military leave, and sick time.

The Chief of Police reserves his existing authority to revoke special assignment for the Association President during emergencies or when the welfare of the citizens of San Antonio is placed in jeopardy. The Association President, as part of his Association duties, reserves the right, as in the past, to mitigate grievances at all informal and formal levels in order to reduce the number of complaints and, in all cases, reserves the right to speak, visit with the men and women who are members of the Association, as well as to tour existing police facilities and to inspect equipment that will improve the quality of work life for the police officers of the City of San Antonio whom he represents. In addition, he will participate as the duly elected representative of those men and women of the Association in any discussion that may affect the quality of worklife, health, and well being of any Association member. It is understood that the President, Vice President and Treasurer of the Association shall suffer no loss of longevity, seniority, pension, days off, or any other benefits as a result of and during the term of such special assignment. When the term of the President, Vice President and Treasurer expires, the President, Vice President and Treasurer shall be eligible to return to their his previously assigned shift and duty assignment.

The leave for the Vice President and Treasurer shall be taken from Association Business Leave

[pool.](#)<sup>2</sup>

D. The City shall grant Association leave paid in accordance with Article 3, Section 2(E) to a maximum of ten (10) Officers at any given time at the request of the Association President. Such request will be granted, except in the case of emergencies or where the same would impair the operations of the Department or where the granting of the same would adversely affect the welfare of the citizens of San Antonio. An additional five (5) members shall be eligible for Association Business Leave for conferences, occasions, events or meetings when the need for such additional personnel is legitimate, no more than five (5) times per year. It is understood and agreed that a request under this exception shall be subject to modification or denial by the Chief where a reasonable basis exists, taking into account the staffing needs of the Department.

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<sup>2</sup> A3, Sec. 3, Subsection C – SAPOA [amended proposal](#) 3-5-2021

## SAPOA Proposal 3-12-2021

### ARTICLE 16 Wages

#### Section 1. Wage Schedule.<sup>3</sup>

Effective October 1, 2021 all members of the bargaining unit shall receive the same annual percentage of any city-wide wage increase provided to non-sworn city employees.

Effective October 1, 2022 all members of the bargaining unit shall receive the same annual percentage of any city-wide wage increase provided to non-sworn city employees.

Effective October 1, 2023 all members of the bargaining unit shall receive a wage increase of four percent (4.0%) or the same annual percentage of any city-wide increase provided to non-sworn city employees, whichever is greater.

Effective October 1, 2024 all members of the bargaining unit shall receive a wage increase of four percent (4.0%) or the same annual percentage of any city-wide increase provided to non-sworn city employees, whichever is greater.

Effective October 1, 2025 all members of the bargaining unit shall receive a wage increase of four percent (4.0%) or the same annual percentage of any city-wide increase provided to non-sworn city employees, whichever is greater.

Effective October 1, 2016 and to be paid the week of October 10, 2016, a 3% lump sum payment.

The lump sum payment will be based on each bargaining unit employee's total compensation earned during the twelve month period ending September 1, 2016. Total compensation includes base pay, longevity, supplemental pay and overtime pay. Total compensation does not include compensation earned through off duty employment assignments.

Effective October 1, 2017, an across the board 3% wage increase.

Effective October 1, 2018, an across the board 3% wage increase.

Effective October 1, 2019, an across the board 3% wage increase.

Effective October 1, 2020, an across the board 2% wage increase.

Effective April 1, 2021, an across the board 3% wage increase.

If the members of the fire fighters' bargaining unit reach an agreement on a contract that provides a base pay increase which is greater than 12% 14% over the term of their Agreement (which shall include the full period from expiration of their last agreement, whether or not pay

<sup>3</sup> A16, Sec. 1 – SAPOA [proposal](#) 3-12-2021

changes apply to all or any portion of prior or "retro" periods), the members of the police officers' bargaining unit will receive an across-the-board increase equal to the amount over 12% 14% afforded to fire fighters. This provision shall only apply during the primary term of this agreement, and not to any extension or "evergreen" periods.

The average base pay calculation for the fire fighters' bargaining unit outlined above will be determined after offsetting the value of any base pay increase to the fire fighters agreed to in exchange for health benefits or other economic concessions. There shall only be an offset for purposes of this formula if there is a direct correlation between concessions on current economic benefits and base pay. Accordingly, if any potential across-the-board increase to the police officers' bargaining unit under this provision is determined to apply, it will be equal to the average afforded to the fire fighters minus the offset.

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### ARTICLE 30 Health Benefits

#### Section 6.

Effective upon the execution of this Agreement January 1, 2017, bargaining unit employees will be offered two health plans with plan designs and employee contributions described below:

Cost Sharing Item		VALUE PLAN		CDHP	
		IN Network.	Out of Network	IN Network.	Out of Network
Annual Deductible	Individual Family	\$500 \$1,000	\$1,500 \$3,000	\$3,000 \$6,000	\$4,500 \$9,000
Coinsurance Percentage		20%	40%	0%	0%
Max. Out-of-Pocket (Includes deductible and co-pays)	Individual Family	\$1,000 \$3,000	\$3,000 \$6,000	\$3,000 \$6,000	\$4,500 \$9,000
Office Visit Co-Pay		\$25 PCP-\$50 SPEC	40% after deductible	0% after deductible	0% after deductible
Emergency Room Co-Pay		\$250	40% after deductible	0% after deductible	0% after deductible
Urgent Care Center Co-Pay		\$50	40% after deductible	0% after deductible	0% after deductible
Pharmacy	Separate Brand Drug Deductible or out of pocket cap	\$100	40% after deductible	0% after deductible	0% after deductible
	Rx – 30 day Tier 1/Tier 2 / Tier 3	\$10/\$25/\$40		0% After Ded. Preventive Drugs Subject to Co-Pay \$10/\$25/\$40	
	Rx – 90 day Tier 1/ Tier 2 / Tier 3	\$20/\$50/\$80		0% After Ded. Preventive Drugs Subject to Co-Pay \$20/\$50/\$80	

The two plans are covered in detail in Attachment 5 and the Master Contract Document (Attachment 6) which are the controlling documents.

Employee Monthly Contributions					
	2022	2023	2024	2025	2026
	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP
EE Only	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00
EE & Spouse	\$112.31 / \$0.00	\$114.56 / \$0.00	\$116.85 / \$0.00	\$119.19 / \$0.00	\$1121.57 / \$0.00
EE & Children	\$75.29 / \$0.00	\$76.79 / \$0.00	\$78.33 / \$0.00	\$79.89 / \$0.00	\$81.49 / \$0.00
EE & Family	\$186.36 / \$0.00	\$190.09 / \$0.00	\$193.89 / \$0.00	\$197.77 / \$0.00	\$201.73 / \$0.00

Employee Monthly Contributions					
	2017	2018	2019	2020	2021
	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP
EE Only	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00	\$0.00 / \$0.00
EE & Spouse	\$75.00 / \$0.00	\$83.00 / \$0.00	\$91.00 / \$0.00	\$100.00 / \$0.00	\$110.00 / \$0.00
EE & Children	\$50.00 / \$0.00	\$55.00 / \$0.00	\$61.00 / \$0.00	\$67.10 / \$0.00	\$73.81 / \$0.00
EE & Family	\$125.00 / \$0.00	\$138.00 / \$0.00	\$151.00 / \$0.00	\$161.10 / \$0.00	\$182.71 / \$0.00

Health Savings Account Annual Contributions (only for CDHP)					
	2022 <del>2017</del>	2023 <del>2018</del>	2024 <del>2019</del>	2025 <del>2020</del>	2026 <del>2021</del>
	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP	Value / CDHP
EE Only	\$0.00 / \$1,500.00	\$0.00 / \$1,500.00	\$0.00 / \$1,500	\$0.00 / \$1,500	\$0.00 / \$1,500
EE & Spouse	\$0.00 / \$1,500.00	\$0.00 / \$1,500.00	\$0.00 / \$1,500	\$0.00 / \$1,500	\$0.00 / \$1,500
EE & Children	\$0.00 / \$1,500.00	\$0.00 / \$1,500.00	\$0.00 / \$1,500	\$0.00 / \$1,500	\$0.00 / \$1,500
EE & Family	\$0.00 / \$1,500.00	\$0.00 / \$1,500.00	\$0.00 / \$1,500	\$0.00 / \$1,500	\$0.00 / \$1,500

Health Savings Account Contributions for CDHP will continue during evergreen. Employee contributions beyond ~~2026~~ ~~2021~~ will increase by ~~5%~~ ~~10%~~ annually during evergreen.

The above years are plan (currently calendar) years. Employee monthly contributions will increase by ~~2%~~ ~~10%~~ over the prior year's contribution every year during the life of the agreement (including during evergreen). Out of network claims will be capped at the in network allowable amounts under both the Value and CDHP plans. <sup>4</sup>

<sup>4</sup> A30, Sec. 6 – SAPOA [proposal](#) 3-12-2021

**ARTICLE 38**  
**Miscellaneous Provisions**

**Section 3. Special Assignments.**

A. Except as provided elsewhere in this Agreement, the City shall have a right to place Officers on special assignment. Officers placed on special assignment on an involuntary basis shall work the assignment for a maximum of ~~one hundred eighty (180) sixty (60)~~ calendar days. At the end of the ~~one hundred eighty (180) sixty (60)~~ calendar day period, the Chief of Police may extend the term, based on extenuating circumstances. ~~Officers whose assignment exceeds the original sixty (60) calendar day period shall relinquish their seniority and relief days from the original, permanent assigned unit.~~ Officers who object to the continuation of the special assignment after the ~~one hundred eighty (180) sixty (60)~~ calendar day period shall be returned to their assigned unit. ~~Officers returning to an original unit from a special assignment that exceeded the sixty (60) calendar day limit must re-bid on relief days, based on the next available opening (no six (6) month waiting period unless the special assignment goes beyond one hundred and eighty (180) calendar days, in which case the officer will be required to wait the six (6) months).~~<sup>5</sup>

B. Officers placed on special assignment on a voluntary basis may work the assignment for a maximum of one hundred and eighty (180) calendar days. Officers whose assignment exceeds the original one hundred and eighty (180) calendar day period shall relinquish their seniority and relief days from their original, permanent assigned unit. Officers returning to their original unit from a special assignment that exceeded one hundred and eighty calendar days must re-bid on relief days, based on the next available opening.

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<sup>5</sup> A38, Sec. 3, Subsection A Special Assignments – SAPOA wishes to [discuss](#) COSA proposal 3-5-2021



**Section 11. — Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel.**

The City and the Association agree that officers covered by the Meet & Confer Agreement between the City of San Antonio and San Antonio Park Police Officers Association, including but not limited to Park Police, Airport Police, Code Abatement Officers and Deputy City Marshals, are not members of the bargaining unit covered by and have no rights under the Agreement between the City of San Antonio and the San Antonio Police Officers Association. The parties agree that members of the bargaining unit covered by the Meet & Confer Agreement between the City of San Antonio and the San Antonio Park Police Officers Association and/or San Antonio Airport Police Officers Association are not officers who have been hired in substantial compliance with Chapter 143 pertaining to civil service police positions, and are not officers who must have knowledge of work within the San Antonio Police Department in their duties, jobs, and responsibilities. This provision preempts any contrary provisions of Chapter 143 which might otherwise be applicable to such officers covered by the Meet & Confer Agreement between the City of San Antonio and San Antonio Park Police Officers Association, and/or San Antonio Airport Police Officers Association and preempts any rights, privileges, or benefits to such officers which might arguably result from the creation of additional civil service positions.<sup>6</sup>

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<sup>6</sup> A38, Sec. 11 Preemption of Civil Service Chapter 143 Claims for Public Safety and Police Personnel – [TA](#) 3-5-2021 / [Note](#): SAPOA wishes to delete the section 3-12-2021